

3/23/11 8:53:15
CJO DK T BK 3,285 PG 522
CJO DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDATION REQUESTED BY:

Community Bank, North Mississippi; Olive Branch Office; 475 E. Commerce Street; Hernando, MS 38632

WHEN RECORDED MAIL TO:

Community Bank, North Mississippi; Olive Branch Office; 475 E. Commerce Street; Hernando, MS 38632

SEND TAX NOTICES TO:

Community Bank, North Mississippi; Olive Branch Office; 475 E. Commerce Street; Hernando, MS 38632

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Community Bank, North Mississippi
475 E. Commerce Street
Hernando, MS 38632
(662) 429-8484

INDEXING INSTRUCTIONS: Lot 3, DeSoto Park Place S/D, Second Revision, in Sec. 13, T1S, R8W, DeSoto County, MS.

Plat BK 30 page 21



MODIFICATION OF DEED OF TRUST



0000000001357468L#####030820110000

THIS MODIFICATION OF DEED OF TRUST dated March 8, 2011, is made and executed between James L. Neely, whose address is 950 W Shelby Dr, Memphis, TN 38109-8770 ("Grantor") and Community Bank, North Mississippi, whose address is Olive Branch Office, 475 E. Commerce Street, Hernando, MS 38632 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 17, 2010 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Deed of Trust recorded May 20, 2010, DeSoto County Chancery Clerk in Book 3,169, Page 142 and re-recorded August 11.

**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 1357468

Page 2

2010, DeSoto County Chancery Clerk in Book 3,198, Page 420.**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 150 W Stateline Rd, Southaven, MS 38671.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:**To extend maturity date to March 15, 2013 and remove LOC feature.****CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MARCH 8, 2011.****GRANTOR:**X 
James L. Neely**LENDER:****COMMUNITY BANK, NORTH MISSISSIPPI**X 
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 1357468

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS)
COUNTY OF Desoto) SS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 8th day of March, 20 11, within my jurisdiction, the within named James L. Neely, who acknowledged that he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Emily S. McCoy
NOTARY PUBLIC

My Commission Expires:
12-5-14



LENDER ACKNOWLEDGMENT

STATE OF MS)
COUNTY OF Desoto) SS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 8th day of March, 20 11, within my jurisdiction, the within named J. Michael Bellipanni, III, who acknowledged that (he)(she) is 1st VP of Community Bank, North Mississippi and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

Emily S. McCoy
NOTARY PUBLIC

My Commission Expires:
12-5-14



Attached to and forming part of Modification Deed of Trust dated 3/8/11 in the name of James L. Neely

Lot 3, DeSoto Park Place Subdivision, Second Revision, in Section 13, Township 1 South, Range 8 West, in the City of Southaven, DeSoto County, Mississippi, as per plat of record in Plat Book 30, Page 21, in the Chancery Clerk's Office of DeSoto County, Mississippi, more particularly described as follows: Beginning at a point in the Easterly line of a proposed street, said point being 25 feet Northerly of the tangent intersection of the Easterly line of said proposed street and the Northerly line of State Line Road; thence Northwardly 247.50 feet with the Easterly line of said proposed street to a point in the Southerly line of Lot 4; thence Eastwardly 124.69 feet along the Southerly line of Lot 4 to a point at the Northwest corner of the LaPetite Lot; thence Southwardly 272.58 feet along the Westerly line of said lot to a point in the Northerly line of Stateline Road; thence Westwardly 106.09 feet with the Northerly line of Stateline Road to a point of curvature; thence Northwestwardly 39.27 feet along a curve to the right having an internal radius of 25 feet to the Point of Beginning. Property Address: 150 Stateline Road, Southaven, MS 38671 Tax ID #10861304000003.00

Signed for identification


James L. Neely